tra, DOCTOR & STUDENT, Dialogue II, ch. XXIII. But *cf. Steele* v. *Waller*, 28 Beav. 466. The better reasoned cases in this country have refused to apply the doctrine to land. *Pittman* v. *Pittman*, 107 N. C. 159, 12 S. E. 61; *Thompson* v. *Branch*, Meigs (Tenn.) 390. *Cf. Yarborough* v. *West*, 10 Ga. 471. The principal case, however, has two square decisions to support it. *Carson* v. *Phelps*, 40 Md. 73; *Leeper* v. *Taylor*, 111 Mo. 312, 19 S. W. 955. *Cf. Lynch* v. *Rooney*, 112 Cal. 279, 44 Pac. 565. And that this will become the recognized rule in this country seems probable. See *Crompton* v. *Vasser*, 19 Ala. 259, 266; *Reilly* v. *Whipple*, 2 S. C. 277, 282.

USURY — FORFEITURES — FEDERAL STATUTE: LIMITATION OF ACTION TO RECOVER PENALTY. — A statute provided that in case a greater than lawful rate of interest has been paid, "the person by whom it has been paid . . . may recover back . . . twice the amount of interest thus paid, . . . provided such action is commenced within two years from the date when the usurious transaction occurred." Under this statute the plaintiff sued to recover twice the amount of money he had paid to the defendant, a national bank, as unlawful interest, more than two years before the bringing of the action. The principal debt had been paid within two years before the bringing of the action. *Held*, that the plaintiff cannot recover. *McCarthy* v. *First National Bank*, 32 Sup. Ct. 240, affirming 23 S. D. 269, 121 N. W. 853.

Since the right of action is based upon the payment of unlawful interest, this is clearly the "usurious transaction" referred to by the statute. *Daingerfield National Bank* v. *Ragland*, 181 U. S. 45, 21 Sup. Ct. 536. *Cf. Pritchard* v. *Meekins*, 98 N. C. 244, 3 S. E. 484. Some courts have held that the cause of action does not accrue until a greater amount than the principal debt and legal interest has been paid, on the ground that the law will not apply payments so made to the illegal interest and that the creditor has a *locus pœnitentiæ* until the excess amount has been paid. *First National Bank* v. *Denson*, 115 Ala. 650, 22 So. 518. *Cf. McBroom* v. *Scottish Mortgage, etc. Co.*, 153 U. S. 318, 14 Sup. Ct. 852. But there seems to be no warrant for an application of payments by the law to a purpose inconsistent with the appropriation the parties have themselves made. So in an action by a national bank to recover the principal, the debtor cannot be credited with the payments of usurious interest he has already made. *First National Bank* v. *Childs*, 133 Mass. 248; *Haseltine* v. *Central Bank of Springfield*, 183 U. S., 132, 22 Sup. Ct. 50. Nor is there any reason for a *locus pœnitentiæ* after the act has been done. In the principal case the Supreme Court finally settles the question by a decision which is sound on principle and is supported by the weight of authority. *Lebanon National Bank* v. *Karmany*, 98 Pa. St. 65; *First National Bank of Dorchester* v. *Smith*, 36 Neb. 199, 54 N. W. 254.

WITNESSES — COMPETENCY IN GENERAL — EXCEPTIONS TO DISABILITY OF HUSBAND AND WIFE. — In a prosecution under a statute against a husband for living on the earnings of his wife's prostitution, the wife was tendered by the prosecution to testify against her husband. *Held*, that she could not be admitted as a witness. *Director of Public Prosecutions* v. *Blady*, 28 T. L. R. 193 (Eng., K. B. D., Jan. 18, 1912). See NOTES, p. 658.

WITNESSES — COMPETENCY IN GENERAL — PRIVILEGE OF HUSBAND OR WIFE WHERE INCOMPETENCY REMOVED BY STATUTE. — A statute provided that in the case of certain offenses, a husband or wife might be called to testify for or against the other without the consent of the party charged. *Held*, that such a witness cannot be compelled to give evidence against his will. *Leach* v. *Director of Public Prosecutions*, 132 L. T. J. 416 (Eng., H. L., Feb. 26, 1912). See NOTES, p. 658.